

FILED

KENNETH E. ROMNEY, JR. AND TAMMY ROMNEY

1025 HOLDEN AVENUE

BIG BEAR CITY, CA 92314

TEL: (909) 436 2813

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Plaintiffs In Pro Per

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2018 APR 23 PM 12:50

CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
RIVERSIDE

BY

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ED CV18-00842 (AFMx)

KENNETH E. ROMNEY, JR. AND

TAMMY ROMNEY

Plaintiff

vs

BANK OF AMERICA, N.A.

SHELLPOINT MORTGAGE, LLC

Defendants

COMPLAINT FOR:

Action for Damages

brought from Defendant:

violations of the Fair Debt

Collection Practices Act

(FDCPA) 15 U.S.C. §1692;

and CA Rosenthal

(RFDCPA) Sec. 1788; Truth

In Lending Act (TILA) 15

USC 1635; Jesinoski v.

Countrywide Home Loans

2015; Real Estate

Settlement Practices Act

(RESPA) 12 U.S.C. §2605

et seq.; Wrongful

Foreclosure

California Code of Civil

Procedure 336a ;

CALIFORNIA BUSINESS

AND PROFESSIONS CODE

SECTIONS 17200 ET SEQ.;

Permanent Injunction;

Quiet Title;

Unjust Enrichment

Equitable Accounting

**JURY TRIAL DEMANDED**

**I. JURISDICTION**

COMPLAINT

ROMNEY v. BANK OF AMERICA AND SHELLPOINT

Page 1

FEE PAID

TRO  
US  
Penalty  
3/20

1<sup>st</sup>  
1pm CRD

1 1. FEDERAL QUESTION AND DIVERSITY:

2 a. **FEDERAL QUESTION:** This Court has jurisdiction over the  
3 subject matter of this Complaint pursuant to 28 U.S.C. §  
4 1334(b). Jurisdiction of this Court ALSO arises under 15 U.S.C.  
5 §1692k(d), the Fair Debt Collection Practices Act (FDCPA);  
6 Truth In Lending Act 15 USC 1635 and supplemental  
7 jurisdiction exists for the state law claims pursuant to 28 U.S.C.  
8 §1367. violated, among other laws, the Unfair and Deceptive  
9 Acts and Practices laws of the Plaintiff States, the False Claims  
10 Act, the Financial Institutions Reform, Recovery, and  
11 Enforcement Act of 1989, the Servicemembers Civil Relief Act,  
12 and the Bankruptcy Code and Federal Rules of Bankruptcy  
13 Procedure; This Court has jurisdiction over the subject matter  
14 of this action pursuant to 28 U.S.C. §§ 1331, 1345, 1355(a),  
15 and 1367, and under 31 U.S.C. § 3732(a) and (b), and over  
16 Defendant. The Complaint states a claim upon which relief may  
17 be granted against Defendant. Venue is appropriate in this  
18 District pursuant to 28 U.S.C. § 1391(b)(2) and 31 U.S.C. §  
19 3732(a).

20 b. **DIVERSITY JURISDICTION:** Diversity Jurisdiction also exists  
21 as Bank of America is a national bank which is domiciled in  
22  
23

1 Charlotte, North Carolina and Defendant Shellpoint Mortgage  
2 Company is domiciled in Greenville South Carolina. Plaintiff  
3 resides in the State of California, and thus there exists complete  
4 diversity over the parties and the claim is in excess of \$75,000.  
5

6 **II. VENUE**

7 2. Venue is proper pursuant to 28 U.S.C. §1391(b)(2). Venue in this  
8 District is proper in that the Plaintiff resides here, the Defendants  
9 transact business here, and the conduct complained of occurred here.  
10 This is an action for damages which total at least \$75,000 and what  
11 is deemed proper to the Court.  
12

13 **III. PARTIES**

14 3. Plaintiffs, KENNETH E. ROMNEY, JR. AND TAMMY ROMNEY,  
15 (“Plaintiffs”) are natural persons and are residents of the State of  
16 California, San Bernardino County. Plaintiffs are consumers as  
17 defined by the FDCPA, 15 U.S.C. §1692a(3.)  
18

19 4. Defendant, BANK OF AMERICA (BOA) and SHELLPOINT MORTGAGE,  
20 LLC (“Defendants”) are both entities who at all relevant times were  
21 engaged, by use of the mails and telephone, in the business of  
22 attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C.  
23 §1692a(5).  
24  
25  
26  
27

- 1 5. Upon information and belief Defendants, SHELLPOINT MORTGAGE  
2 LLC is NOT authorized to do business in California as of February  
3 14<sup>th</sup>, 2011, when Shellpoint cancelled their status and therefore the  
4 use of .  
5  
6 6. Defendants are considered "debt collectors" as defined by 15 U.S.C. §  
7 1692a(6).  
8  
9 7. The alleged debt mortgage was purportedly held by Bank of America  
10 who fraudulently acquired the same by means of fabricating a void  
11 assignment of the void mortgage and then retained Defendants,  
12 Shellpoint Mortgage LLC to collect the void mortgage from Plaintiffs.  
13  
14 8. Bank of America hired SHELLPOINT MORTGAGE LLC who is not  
15 licensed to do business in the State of California, and is banned from  
16 doing business here and has been doing business here unlawfully.

17 **FACTS COMMON TO ALL CAUSES OF ACTION**

- 18 9. Plaintiff hereby requests the Court take Judicial Notice of the  
19 following:

20 a. EXHIBIT 1 – GRANT DEED Item 12 - Transaction Date:  
21 12/15/2004,  
22 APN: 0313-034-03  
23 Buyer/Borrower: ROMNEY JR, KENNETH E; ROMNEY,  
24 TAMMY  
25 Seller: ABBOTT, IDA B  
26 Title Company  
27 Transaction Value: \$365,000.00  
28 Transaction Type: Transfer  
Deed Type: Grant Deed

Doc #: 2004-0924999

b. EXHIBIT 2 – MORTGAGE Item 11 - Transaction Date:  
12/15/2004  
Buyer/Borrower: ROMNEY JR, KENNETH E; ROMNEY,  
TAMMY  
Seller: ABBOTT, IDA B  
Title Company  
Transaction Value: \$365,000.00  
Transaction Type: Transfer  
Deed Type: Grant Deed  
Doc #: 2004-0924999  
Lender: UNITED PACIFIC MORTGAGE  
Full/Partial:  
Multiple/Portion:  
First Loan: \$298,000.00  
Loan Type: Unknown Loan Type  
Interest Rate Type:  
Second Loan Amount:

c. EXHIBIT 3 - APN: 0313-034-03 Item 10 - Transaction Date:  
12/15/2004  
Buyer/Borrower: ROMNEY JR, KENNETH E; ROMNEY,  
TAMMY  
Seller  
Title Company  
Transaction Value:  
Transaction Type: Refi  
Deed Type: Stand Alone Second  
Doc #: 2004-0925001  
Lender: MANDALAY MORTGAGE  
Full/Partial:  
Multiple/Portion:  
First Loan: \$74,500.00  
Loan Type: Stand Alone Second  
Interest Rate Type:  
Second Loan Amount:

d. EXHIBIT 4 - APN: 0313-034-03 Item 9 - Transaction Date:  
07/16/2007  
Buyer/Borrower: ROMNEY JR, KENNETH E; ROMNEY,  
TAMMY

1 Seller:  
2 Title Company  
3 Transaction Value:  
4 Transaction Type:  
5 Deed Type: Deed of Trust  
6 Doc #: 2004-0925000  
7 Mortgage Record  
8 Lender: UNITED PACIFIC MORTGAGE D/B/A  
9 MANDALAY MORTGAGE  
10 Full/Partial:  
11 Multiple/Portion:  
12 First Loan: \$298,000.00  
13 Loan Type:  
14 Interest Rate Type:  
15 Second Loan Amount:

16 e. EXHIBIT 5 - APN: 0313-034-03 Item 8 - Transaction Date:  
17 07/16/2007

18 Buyer/Borrower: ROMNEY JR, KENNETH E; ROMNEY,  
19 TAMMY

20 Seller:  
21 Title Company  
22 Transaction Value:  
23 Transaction Type: Refi  
24 Deed Type: Conventional  
25 Doc #: 2007-0418259  
26 Mortgage Record  
27 Lender: FREEDOM HOME MORTGAGE CORP (FN)  
28 Full/Partial:  
Multiple/Portion:  
First Loan: \$440,000.00  
Loan Type: Conventional  
Interest Rate Type:  
Second Loan Amount:

f. EXHIBIT 6 APN: 0313-034-03 Item 7 - Transaction Date:  
07/24/2007

Buyer/Borrower: KENNETH E ROMNEY JR

Seller:  
Title Company  
Transaction Value:  
Transaction Type:

1 Deed Type: Full Reconveyance  
2 Doc #: 2007-0434072

3 g. EXHIBIT 7 APN: 0313-034-03 Item 6 - Transaction Date:  
4 08/24/2011  
5 Buyer/Borrower: KENNETH E ROMNEY JR  
6 Seller:  
7 Title Company  
8 Transaction Value:  
9 Transaction Type:  
10 Deed Type: Assignment of Mortgage  
11 Doc #: 2011-0357125

12 h. EXHIBIT 8 Notice of Default Item 5 - Recording Date:  
13 10/31/2011  
14 APN: 0313-034-03  
15 Trustor:  
16 Trustee:  
17 Delinquent Amount:  
18 Original Loan Date:  
19 Original Loan Amount:  
20 Beneficiary:  
21 Doc #: 2011-0451343

22 i. EXHIBIT 9 Notice of Sale Item 4 - Recording Date: 2/8/2012  
23 APN: 0313-034-03  
24 Trustor:  
25 Trustee:  
26 Delinquent Amount:  
27 Original Loan Date:  
28 Original Loan Amount:  
Beneficiary:  
Doc #: 2012-0050895

j. EXHIBIT 10 - Notice of Rescission Item 3 - Transaction Date:  
01/15/2013  
APN: 0313-034-03  
Buyer/Borrower:  
Seller:  
Title Company  
Transaction Value:  
Transaction Type:

Deed Type: Notice of Rescission  
Doc #: 2013-0017438

k. EXHIBIT 11 - Assignment of Mortgage Item 2 - Transaction  
Date: 05/26/2016  
APN: 0313-034-03  
Buyer/Borrower: KENNETH E ROMNEY JR  
Seller:  
Title Company  
Transaction Value:  
Transaction Type:  
Deed Type: Assignment of Mortgage  
Doc #: 2016-0206974

l. EXHIBIT 12 – NOTICE OF DEFAULT – Item 1 - Recording  
Date: 11/28/2017  
Recording Date: 11/28/2017  
APN: 0313-034-03  
Trustor:  
Trustee:  
Delinquent Amount:  
Original Loan Date:  
Original Loan Amount:  
Beneficiary:  
Doc #: 2017-0504622

m. EXHIBIT 13 – ORDER REVOKING CALIFORNIA FINANCE  
LENDERS LICENSE PURSUANT TO SECTION 22107  
FINANCIAL CODE, FILE NO. 6030205.

n. MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC.  
resigned its corporate status on 3/25/2009 and MERS  
resigned its corporate status on 7/29/2011. MERS COULD  
NOT THEREFORE CONDUCT BUSINESS IN THE STATE OF  
CALIFORNIA, THAT THE TRANSFER MADE BY MERS WAS  
INVALID, VOIDING THE WHOLE TRANSACTION.

10. EXHIBIT 1 is a GRANT DEED, dated 12/15/2004, conveying  
the interest in APN: 0313-034-03 to ROMNEY JR, KENNETH E;  
ROMNEY, TAMMY and Plaintiff's acquired the property from the



1 Sellers, ABBOTT, IDA B for \$365,000.00, Document # 2004-0924999  
2 and whose address is 1025 Holden Avenue, Big Bear City, CA 92314,  
3 and whose legal description is Lot 25, Tract 2705, in the County of  
4 San Bernardino, State of California, as per map recorded in Book 39,  
5 Page 75 of Maps, in the office of the County Recorder of said County.  
6

7 11. EXHIBIT 2 is a MORTGAGE recorded on 12/15/2004 claiming  
8 that the borrower is ROMNEY JR, KENNETH E; ROMNEY, TAMMY,  
9 Doc #:2004-0924999, and the lender, as evidenced on the face of the  
10 document was purported to be UNITED PACIFIC MORTGAGE D/B/A  
11 MANDALAY MORTGAGE, A GENERAL PARTNERSHIP.  
12

13 12. United Pacific Mortgage California Finance Lenders License was  
14 revoked pursuant to Section 22107 ON November 28<sup>th</sup>, 2017, and was  
15 no longer in business, was not longer entitled to do business, and  
16 certainly did not authorize any transfer or assignment of the  
17 mortgages that they created, if any.  
18

19 13. EXHIBIT 3 is another Mandalay Mortgage, on APN: 0313-034-03,  
20 dated 12/15/2004, Doc #: 2004-0925001; and  
21

22 14. EXHIBIT 4, APN: 0313-034-03, Deed of Trust, Doc #: 2004-  
23 0925000, Lender: UNITED PACIFIC MORTGAGE D/B/A MANDALAY  
24 MORTGAGE.  
25  
26

1           15.           EXHIBIT 5, APN: 0313-034-03, which was recorded on  
 2                   07/16/2007, is a FREEDOM HOME MORTGAGE CORP (FN) Deed of  
 3                   Trust which was recorded by a New Jersey corporation which is not  
 4                   licensed to do business in this state, is not registered to do business  
 5                   here, and was doing business unlawfully, making the mortgage VOID  
 6                   ab initio as an illegal mortgage<sup>1</sup>.  
 7

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9           <sup>1</sup> California Financing Law (contained in Division 9 of the California Financial Code,  
 10           commencing with Section 22000.(Financial Code § 22000 et seq.)) requires licensing and  
 11           regulation of finance lenders and brokers making and brokering consumer and commercial  
 12           loans, except as specified; prohibits misrepresentations, fraudulent and deceptive acts in  
 13           connection with making and brokering of loans; and provides administrative, civil (injunction  
 14           and ancillary relief) and criminal remedies for violations of the law. Effective October 4,  
 15           2017, the name of the "California Finance Lenders Law" changed to the "California  
 16           Financing Law." (Assem. Bill No. 1284 (2017-2018 Reg. Sess.) § 4.) The regulations under  
 17           the California Financing Law are contained in Chapter 3, Title 10 of the California Code of  
 18           Regulations, commencing with Section 1404 (10 C.C.R. §1404, et seq.). Finance lenders  
 19           and brokers, by number of licensees and dollars of loans originated, is the largest group of  
 20           financial service providers regulated by the Department. A finance lender is defined in the  
 21           law as "any person who is engaged in the business of making consumer loans or making  
 22           commercial loans." A finance lenders license provides the licensee with an exemption from  
 23           the usury provision of the California Constitution. In addition to the lending authority  
 24           provided by the law, the California Financing Law provides limited brokering authority. A  
 25           "broker" is defined in the law as "any person engaged in the business of negotiating or  
 26           performing any act as broker in connection with loans made by a finance lender." **Brokers**  
 27           **licensed under this law may only broker loans to lenders that hold a California Finance**  
 28           **Lenders license.** The requirements for a license are set forth in Section 22100, et seq. of the  
 California Financial Code. The law requires applicants to have and maintain a minimum net  
 worth of at least \$25,000 and to obtain and maintain a \$25,000 surety bond. In general,  
 principals of the company may not have a criminal history or a history of non-compliance  
 with regulatory requirements. In general, any person engaging in the business of a finance  
lender or finance broker is required to obtain a California Finance Lenders license. A finance  
 broker licensed under the California Financing Law may only broker loans to lenders licensed  
 as finance lenders. A finance lender includes any person engaged in the business of making  
 consumer loans or making commercial loans. "Finance broker" includes any person engaged  
 in the business of negotiating or performing any act as broker in connection with loans made  
 by a finance lender. A finance broker licensed under the California Financing Law may only

1 16. A search of the public records shows that Freedom Home  
2 Mortgage was an unlicensed lender and did business illegally here,  
3 making the mortgage void.  
4

5 17. EXHIBIT 6, was recorded on 07/24/2007 was a recorded Full  
6 Reconveyance, Doc #: 2007-0434072.

7 18. EXHIBIT 7, recorded on 08/24/2011, Defendant Bank of  
8 America recorded an Assignment of Deed of Trust of the Freedom  
9 Home Mortgage Corporation void mortgage AFTER it was no longer in  
10 business anywhere, and while it was NOT licensed to do business in  
11 this state.  
12

13 19. What's worse, is that Bank of America recorded the assignment  
14 in favor of BAC HOME LOANS SERVICING, LP, FKA COUNTRWIDE  
15 HOME LOANS SERVICING, LP, by having Cynthia Santos, Bank of  
16 America's employee, posing as an assistant secretary of MERS who  
17 has no employees and no officers assign the interest to BAC HOME  
18 LOANS SERVICING, LP, FKA COUNTRWIDE HOME LOANS  
19 SERVICING, LP,.  
20  
21

22 20. There is no recorded authority for Cynthia Santos to execute  
23 documents on behalf of the defunct entity Bank of America or BAC  
24

25 broker loans to lenders licensed as finance lenders. The license does not provide the broker  
26 with the authority to broker loans to and collect brokerage commissions from other types of  
27 lenders such as credit unions and banks.

1 HOME LOANS SERVICING, LP, FKA COUNTRWIDE HOME LOANS  
2 SERVICING, LP.

3 21. The mortgage was void, the assignment of the void mortgage  
4 constitutes a felony of recording a falsely prepared, fraudulently  
5 executed document in the official records of this County.  
6

7 22. Said fraudulent document, the Assignment of Mortgage, Doc #:  
8 2011-0357125 must be voided as fraudulent, a felony, and executed  
9 illegally in the State of California in violation of Statute and said  
10 fraudulently executed and recorded assignment occurred on August  
11 24<sup>th</sup>, 2011.  
12

13 23. Said assignment was purportedly executed by Cynthia Santos,  
14 but the attached signature exemplars clearly show that the signature  
15 is not authentic, a felony and a forgery, See Exhibit 15.  
16

17 24. EXHIBIT 8 was a Notice of Default, whose Recording Date was  
18 10/31/2011, Document Number 2011-0451343, was recorded by  
19 Recontrust was banned from doing business in this state due to their  
20 failure to conduct business lawfully.  
21

22 25. EXHIBIT 9 is a Notice of Sale Recorded, Document # 2012-  
23 0050895 on 2/8/2012 in the official records by Reconstruct.

24 26. Recontrust was never properly appointed as a valid trustee;  
25 they were seeking to enforce a fraudulently recorded, void mortgage  
26

1 which was based on a fraudulently recorded, void assignment, that  
2 was not even assigned to Bank of America, but instead assigned to  
3 BAC HOME LOANS SERVICING, LP, FKA COUNTRWIDE HOME  
4 LOANS SERVICING, LP, NOT to the Defendant, Bank of America, but  
5 Bank of America listed itself in the fraudulent notice as the payee.  
6

7 27. Page two of Exhibit 9 admits that the mortgage servicing  
8 specialist worked for Bank of America, N.A. who was NOT EVEN the  
9 recorded assignee of the mortgage.  
10

11 28. EXHIBIT 10 is a Notice of Rescission of the 01/15/2013,  
12 fraudulently recorded notice (Exhibit 9), and Document number  
13 2013-0017438.  
14

15 29. EXHIBIT 11 is an Assignment of Mortgage, document number  
16 2016-0206974 which was recorded on 05/26/2016.  
17

18 30. That assignment of mortgage, EXHIBIT 11, was clearly  
19 fraudulent and a felony.  
20

21 31. Steven Arredondo claims to be the vice president of Recontrust  
22 Company, NA. and authorized to execute documents on behalf of  
23 MERS.  
24

25 32. Said representations are false, as the obligations were not in  
26 favor of MERS, and the Lender was not even in existence at the time  
27 of the purported notice of assignment or default.  
28

1 33. According to the public records the Assignment of Mortgage, the  
2 EXHIBIT 12 – NOTICE OF DEFAULT was recorded on 11/28/2017 in  
3 the official records of this County and it is Doc Number 2017-  
4 0504622.  
5

6 34. That document, on its face, claims that the entity to contact for  
7 payment is Defendant Shellpoint Mortgage Servicing, which, as stated  
8 above, is neither licensed to do business in this state, nor is it doing  
9 business here lawfully; it is not a registered collection agency; and is  
10 further barred from doing business here.  
11

12 35. Said notice is further defective as Shellpoint cannot enforce a  
13 void mortgage.  
14

15 36. That as stated above, the mortgage was purportedly assigned to  
16 BAC HOME LOANS SERVICING, LP, FKA COUNTRWIDE HOME  
17 LOANS SERVICING, LP, but they claim no interest in the subject  
18 mortgage; instead Bank of America, Defendant herein, claims to be  
19 the owner.  
20

21 37. Bank of America is NOT listed in the purported assignment and  
22 thus it is a void notice of sale, a fraudulently recorded document, and  
23 direct evidence of a felony committed in this state.  
24

25 **1<sup>ST</sup> CAUSE OF ACTION**

26 **(VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA),**

**(15 U.S.C. §1692)**

**(As against Defendant(s) BANK OF AMERICA (BOA)**

**and**

**SHELLPOINT MORTGAGE LLC**

38. Paragraphs 1 through 36 are re-alleged as though fully set forth herein.

39. Plaintiff is a consumer within the meaning of the FDCPA, 15 U.S.C. § 1692a(3).

40. Defendants BANK OF AMERICA (BOA) and Defendant SHELLPOINT are debt collectors within the meaning of the FDCPA, 15 U.S.C. §1692a(6).

41. Defendant Shellpoint, acting on behalf of BANK OF AMERICA (BOA) violated the FDCPA. Defendants' violations include, but are not limited to, the following:

42. Defendant BANK OF AMERICA BOA) violated 15 U.S.C. §1692d by engaging in conduct, the natural consequence of which is to harass, oppress, or abuse Plaintiff by attempting to collect a debt without proper validation of debt as requested by Plaintiff via Debt Validation letters / Qualified Written Request.

1 43. Defendants engaged in false or misleading representations in  
2 communications or means in connection with the debt collection,  
3 violating §1692e.  
4

5 a. Defendant BANK OF AMERICA (BOA), individually and by and  
6 through Defendant Shellpoint, Violated 15 U.S.C. §1692e(2) by  
7 falsely representing the character, amount, or legal status of an  
8 alleged debt, by claiming standing to ownership of the disputed  
9 property and ability to collect a void obligation.  
10

11 b. Defendant BANK OF AMERICA (BOA), individually and by and  
12 through Defendant Shellpoint, violated 15 U.S.C. §1692e(6) by  
13 engaging in the sale or transfer of an interest in a debt that  
14 could cause Plaintiff to lose her claim or defense to payment of  
15 the debt, and by claiming ownership in title to Property, which  
16 would be illegally obtained through an illegal trustee sale.  
17

18 c. Defendant BANK OF AMERICA (BOA), individually and by and  
19 through Defendant Shellpoint violated 15 U.S.C. §1692e(8) by  
20 communicating or threatening to communicate to any person  
21 credit information which is known or which should be known  
22 to be false, including the failure to communicate that a disputed  
23 debt is disputed.  
24  
25  
26



1 d. Defendant BANK OF AMERICA (BOA), individually and by and  
2 through Defendant Shellpoint violated 15 U.S.C. §1692e(10) by  
3 the use of any false representation or deceptive means to collect  
4 or attempt to collect any debt or to obtain information  
5 concerning a consumer.  
6

7 e. Defendant BANK OF AMERICA (BOA), individually and by and  
8 through Defendant Shellpoint violated 15 U.S.C. §1692e(11) by  
9 the failure to disclose in any initial written communication with  
10 the consumer that the debt collector is attempting to collect a  
11 debt and that any information obtained will be used for that  
12 purpose, and the failure to disclose in subsequent  
13 communications that the communication is from a debt  
14 collector.  
15

16 f. Defendant BANK OF AMERICA (BOA), individually and by and  
17 through Defendant Shellpoint violated 15 U.S.C. §1692f(1) by  
18 the collection of any amount (including any interest, fee, charge,  
19 or expense incidental to the principal obligation) unless such  
20 amount is expressly authorized by the agreement creating the  
21 debt or permitted by law. Plaintiff never had a contract with  
22 Defendants.  
23  
24  
25  
26

1 g. Defendant BANK OF AMERICA (BOA), individually and by and  
2 through Defendant Shellpoint violated 15 U.S.C. §1692f(6) by  
3 taking or threatening to unlawfully repossess or disable the  
4 Plaintiff's property.  
5

6 44. Defendant Bank of New York Mellon BOA) violated 15 U.S.C.  
7 §1692g by, within five days after the initial communication with  
8 Plaintiff in connection with the collection of any debt, failing to send  
9 Plaintiff a written notice containing a statement that unless the  
10 consumer, within thirty days after receipt of the notice, disputes the  
11 validity of the debt, or any portion thereof, the debt will be assumed  
12 to be valid by the debt collector; a statement that if the consumer  
13 notifies the debt collector in writing within the thirty-day period that  
14 the debt, or any portion thereof, is disputed, the debt collector will  
15 obtain verification of the debt or a copy of a judgment against the  
16 consumer and a copy of such verification or judgment will be mailed  
17 to the consumer by the debt collector; and a statement that, upon the  
18 consumer's written request within the thirty-day period, the debt  
19 collector will provide the consumer with the name and address of the  
20 original creditor, if different from the current creditor.  
21  
22  
23

24 45. Violated § 1692 g(B) by Defendants, as Debt Collectors, failing  
25 to cease collection efforts until the debt was validated.  
26

1 46. Defendants never properly validated the alleged debt and  
2 Plaintiff wrote a letter indicating that along with a Notice of Intent to  
3 Sue.

4  
5 47. Defendants sent an alleged Note and Deed of Trust claiming  
6 security for the debt, yet the Defendants' names were nowhere  
7 indicated on the alleged validation of debt documents.

8 48. Wherefore Plaintiff Prays for Relief as Follows:

9  
10 **(2nd CAUSE OF ACTION)**

11 **VIOLATION OF Rosenthal Fair Debt Collection Practices Act, Cal. Civ.**

12 **Code §1788 et seq. (RFDCPA)**

13 **(As against Defendant BANK OF AMERICA (BOA), and Defendant**  
14 **Shellpoint**

15  
16 49. Plaintiff alleges and incorporates the information in paragraphs  
17 1 through 47.

18 50. Plaintiff is a consumer within the meaning that is defined by  
19 *Cal. Civ. Code § 1788.2(h)*

20 51. Defendants are debt collectors within the meaning of §1788.2(c)

21  
22 52. Plaintiff has failed to comply with the requirements of California  
23 Civil Code ("CC") §§ 1788, *et seq.* In particular, Plaintiff has violated,  
24 among others, the following:

1 a. CC § 1788.15(a): No debt collector shall collect or attempt to  
2 collect a consumer debt by means of judicial proceedings when  
3 the debt collector knows that service of process, where essential  
4 to jurisdiction over the debtor or his property, has not been  
5 legally effected.  
6

7 b. CC §1788.17: Notwithstanding any other provision of this title,  
8 every debt collector collecting or attempting to collect a  
9 consumer debt shall comply with the provisions of Sections  
10 1692b to 1692j, inclusive, of, and shall be subject to the  
11 remedies in Section 1692k of, Title 15 of the United States Code.  
12 However, subsection (11) of Section 1692e and Section 1692g  
13 shall not apply to any person specified in paragraphs (A) and  
14 (B) of subsection (6) of Section 1692a of Title 15 of the United  
15 States Code or that person's principal. The references to federal  
16 codes in this section refer to those codes as they read January  
17 1, 2001.  
18  
19

20 53. Defendant violated §1788.13(i) by falsely representing the true  
21 nature of the business of the defendant by sending collection letters  
22 to Plaintiff that were vague and misleading.  
23  
24  
25  
26

1 54. Defendant violated the §1788.17 of the RFDCPA by  
2 continuously failing to comply with the statutory regulations  
3 contained within the FDCPA, 15 U.S.C. §1692 *et seq.*  
4

5 55. Defendant violated §1692d of the FDCPA by engaging in  
6 conduct the natural consequence of which is to harass, oppress, or  
7 abuse the Plaintiff.

8 56. As an actual and proximate cause of the Defendant's and each  
9 of their wrongful conduct, the Plaintiff suffered real financial harm,  
10 emotional distress, trauma, and loss of credit in the sum of  
11 \$1,000,000 and other damages according to proof.  
12

13 57. WHEREFORE Plaintiff prays for relief as follows:

14 **(3rd CAUSE OF ACTION)**

15 **VIOLATION OF REAL ESTATE SETTLEMENT**

16 **PROCEDURES ACT (RESPA), 12 U.S.C. §2605**

17 **(As against Defendant(s)**

18 **SHELLPOINT MORTGAGE LLC and BANK OF AMERICA)**

19  
20 58. Paragraphs 1 through 56 are re-alleged as though fully set  
21 forth herein.  
22

23 59. Defendants are servicers of a federally related mortgage loan  
24 within the meaning of the Real Estate Settlement Procedures Act  
25 (RESPA), 12 U.S.C. §2605.  
26

1 60. Plaintiff's written requests for information about his account  
2 and correction of Defendants' numerous errors were "qualified  
3 written requests" within the meaning of RESPA.  
4

5 61. Defendants deliberately failed to respond in a proper and  
6 timely way to Plaintiff's "qualified written requests" for information  
7 about, and corrections to, the alleged mortgage account, in violation  
8 of 12 U.S.C. §2605(e).  
9

10 62. As an actual and proximate cause of the Defendant's and each  
11 of their wrongful conduct, the Plaintiff suffered real financial harm,  
12 emotional distress, trauma, and loss of credit in the sum of  
13 \$1,000,000 and other damages according to proof.

14 63. WHEREFORE Plaintiff prays for relief as follows:  
15

16 **(4th CAUSE OF ACTION)**

17 **VIOLATION OF CALIFORNIA CODE OF CIVIL PROCEDURE 336a,**

18 **STATUTE OF LIMITATIONS HAS RUN OUT**

19 **(As against Defendant(s))**

20 **SHELLPOINT MORTGAGE LLC and BANK OF AMERICA)**

21  
22 64. Paragraphs 1 through 62 are re-alleged as though fully set forth  
23 herein.

24 65. Plaintiff has no claim nor standing in this matter as a result of  
25 the Statute of Limitations running out February 8<sup>th</sup>, 2012 to make  
26

1 any claim on the alleged note and deed of trust, and even if it did have  
2 a valid claim to collect a debt, the Statute of Limitations has run out.

3 66. The Statute of Limitations for making any claim against the  
4 Note and Deed of Trust ran out February 8<sup>th</sup>, 2018, due to the last  
5 payment made on the alleged note was made in August 2009.  
6

7 67. The Statute of Limitations in California for commencement of  
8 action, **according to California Code of Civil Procedure 336a:**

9 **Within six years:**

10 1. An action upon any bonds, notes or debentures issued by any  
11 corporation or pursuant to permit of the Commissioner of  
12 Corporations, or upon any coupons issued with such bonds, notes  
13 or debentures, if such bonds, notes or debentures shall have been  
14 issued to or held by the public.  
15

16 2. An action upon any mortgage, trust deed or other agreement  
17 pursuant to which such bonds, notes or debentures were issued.  
18

19 Nothing in this section shall apply to bonds or other evidences of  
20 indebtedness of a public district or corporation.  
21

22 68. As an actual and proximate cause of the Defendant's and each  
23 of their wrongful conduct, the Plaintiff suffered real financial harm,  
24 emotional distress, trauma, and loss of credit in the sum of  
25 \$1,000,000 and other damages according to proof.  
26

69. WHEREFORE Plaintiff prays for relief as follows:

**(5<sup>th</sup> CAUSE OF ACTION)**

**QUIET TITLE**

**(AS TO DEFENDANTS BANK OF AMERICA BOA); ALL PERSONS  
UNKNOWN, CLAIMING ANY  
LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST  
IN THE PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO  
PLAINTIFFS' TITLE, OR ANY CLOUD ON PLAINTIFFS' TITLE  
THERE TO; AND DOES 1 THROUGH 100**

69. Paragraphs 1 through 68 are re-alleged as though fully set forth  
herein.

20. Plaintiff is the equitable owner of the Subject Property which  
has the following legal description:

PHYSICAL ADDRESS: 1025 HOLDEN AVENUE, BIG BEAR  
CITY, CA 92314

70. **Legal Description:** APN: 0313-034-03 to ROMNEY JR,  
KENNETH E; ROMNEY, TAMMY and Plaintiff's acquired the property  
from the Sellers, ABBOTT, IDA B for \$365,000.00, Document # 2004-  
0924999 and whose address is 1025 Holden Avenue, Big Bear City,  
CA 92314, and whose legal description is Lot 25, Tract 2705, in the  
County of San Bernardino, State of California, as per map recorded in



1 Book 39, Page 75 of Maps, in the office of the County Recorder of said  
2 County.

3 71. Plaintiffs seek to quiet title against the claims of Defendants  
4 BANK OF AMERICA; ALL PERSONS UNKNOWN, CLAIMING ANY  
5 LEGAL OR EQUITABLE RIGHT, TITLE, ESTATE, LIEN, OR INTEREST  
6 IN THE PROPERTY DESCRIBED IN THE COMPLAINT ADVERSE TO  
7 PLAINTIFF'S TITLE, OR ANY CLOUD ON PLAINTIFF'S TITLE  
8 THERETO; and DOES 1 through 100 (collectively referred to herein as  
9 the "Title Plaintiff") as the Title Plaintiff holds herself out as entitled to  
10 fee simple ownership of the Subject Property by and through purchase  
11 of the property. In fact, the Defendants have no right to title or interest  
12 in the Subject Property and no right to entertain any rights of  
13 ownership including the right to foreclosure, offering the Subject  
14 Property for sale at a trustee's sale, demanding possession or filing  
15 cases for unlawful detainer.

16  
17  
18  
19 72. Plaintiff seek to quiet title as of December 15<sup>th</sup>, 2004. Plaintiff  
20 seeks a judicial declaration that the title to the Subject Property is  
21 vested in Plaintiff alone and that the Title Defendants and each of  
22 them be declared to have no interest estate, right, title or interest in  
23 the subject property and that the Title Defendants, their agents and  
24  
25  
26

1 assigns, be forever enjoined from asserting any estate, right title or  
2 interest in the Subject Property subject to Plaintiffs' rights.

3  
4 **(6<sup>th</sup> CAUSE OF ACTION)**

5 **REQUEST FOR PERMANENT INJUNCTION AGAINST**  
6 **DEFENDANTS**

7 73. 1 through 72 are re-alleged as though fully set forth herein.

8 74. Now come the plaintiff KENNETH E. ROMNEY, JR. AND TAMMY  
9 ROMNEY and hereby make this petition made under oath, and state  
10 that I am competent and qualified to make the statements herein and  
11 do make these statements upon personal knowledge and respectfully  
12 request an order restraining the defendants from continuing to engage  
13 in the illegal attempt at a sale of the plaintiff's property described as  
14 shown on EXHIBIT 9 Notice of Sale, Recording Date: 2/8/2012 and  
15 EXHIBIT 12 – NOTICE OF DEFAULT – Item 1 - Recording Date:  
16  
17 11/28/2017, attached to this petition.  
18

19 75. The plaintiff has served notice of his intent to seek an injunction  
20 and other relief against the actions undertaken by the defendants with  
21 this Complaint.  
22

23 76. The defendants have served a notice of default EXHIBIT 12 –  
24 NOTICE OF DEFAULT – Item 1 - Recording Date: 11/28/2017.  
25  
26

1 77. The defendants do not have the legal right to collect a debt  
2 because they are not the real party in interest, it is not the lender and  
3 it is not the assignee of the lender.  
4

5 78. The defendant threatens to or is procuring an act in violation of  
6 the rights of the plaintiffs respecting the subject property described  
7 herein and the plaintiffs' rights.

8 79. The defendant is not the holder of any instrument, note,  
9 mortgage or otherwise, that would give them the authority to engage  
10 in or continue the pending sale.  
11

12 80. There is no adequate remedy at law or compensation would not  
13 be sufficient.

14 81. The plaintiffs will suffer irreparable harm absent injunctive  
15 relief.  
16

17 82. It is likely that the plaintiff will prevail on the merits of this  
18 petition.

19 83. Real property is unique, and the Plaintiff will suffer irreparable  
20 harm if Plaintiff loses this property wrongfully.  
21

22 84. The defendant will not suffer harm, loss or injury.

23 85. The plaintiffs are entitled to the relief demanded.

24 86. Pecuniary compensation would not afford adequate relief;  
25  
26

1 87. It would be extremely difficult to ascertain the amount of  
2 compensation which would afford adequate relief as property is  
3 unique.

4  
5 88. The tender rule does not apply as the interest claimed by the  
6 Defendant is void.

7 89. The restraint is necessary to prevent a multiplicity of judicial  
8 proceedings or the obligation arises from a trust.

9  
10 90. WHEREFORE, plaintiff demands judgment for:

11 a. Permanent injunction enjoining defendant from engaging  
12 selling or attempting to sell or dispose of or committing any act  
13 that will affect the title of the listed property, including  
14 recording documents into the San Bernardino County Recorder)  
15 and

16 b. Costs of this action and other just relief.

17 c. Compensatory Damages for pain and suffering;

18 d. As an actual and proximate cause of the Defendant's and each  
19 of their wrongful conduct, the Plaintiff suffered real financial  
20 harm, emotional distress, trauma, and loss of credit in the sum  
21 of \$1,000,000 and other damages according to proof.  
22

23  
24 91. WHEREFORE Plaintiff prays for relief as follows:

25 **(7<sup>th</sup> CAUSE OF ACTION)**  
26

**UNJUST ENRICHMENT**

92. Paragraphs 1 through 90 are re-alleged as though fully set forth herein.

93. Now come the plaintiff KENNETH E. ROMNEY, JR. AND TAMMY ROMNEY re-allege the foregoing and allege the following claim for unjust enrichment against Defendants SHELLPOINT MORTGAGE LLC and BOA:

94. The plaintiff has served notice of her intent to seek an injunction and other relief against the actions undertaken by the defendants.

95. Plaintiff has conferred benefit on the defendant, who has knowledge thereof;

96. Defendant voluntarily accepts and retains the benefit conferred; and

97. The circumstances render the defendant's retention of the benefit inequitable unless the defendant pays the value of the benefit to the plaintiff.

98. As an actual and proximate cause of the Defendant's and each of their wrongful conduct, the Plaintiff suffered real financial harm, emotional distress, trauma, and loss of credit in the sum of \$1,000,000 and other damages according to proof.

1 99. WHEREFORE plaintiffs demand judgment against defendant  
2 for the damages specified and costs as deemed appropriate by this  
3 court.  
4

5 **(8<sup>th</sup> CAUSE OF ACTION)**

6 **REQUEST FOR ACCOUNTING**

7 100. 1 through 99 are re-alleged as though fully set forth herein.

8 101. Plaintiff, KENNETH E. ROMNEY, JR. AND TAMMY ROMNEY,  
9 individually, hereby sues, Defendant(s) BANK OF AMERICA BOA) , as  
10 an action for damages and injunctive relief brought by Plaintiff  
11 against Defendants, and are not limited to, for violations of Fair Debt  
12 Collection Practices Act under 15 USC, §1692 *et seq* (hereinafter  
13 “FDCPA”); for violations of Rosenthal Fair Debt Collection Practices  
14 Act §1788 (hereinafter “RFDCPA”); and violations of TILA 15 USC  
15 §1635 and RESPA 12 U.S.C. §2605 *et seq*.  
16  
17

18 102. That because the Defendant has failed and refused to provide a  
19 complete accounting as required under TILA and RESPA, Plaintiffs are  
20 entitled to a judicial order compelling the Defendant to provide a  
21 complete accounting of all monies it and all its purported  
22 predecessors claims to have received from the Plaintiff; the amounts  
23 it claims it is owed; the amount of interest it has charged the Plaintiff's  
24  
25  
26  
27

1 account; the costs it has charged the account; all credits; all offsets;  
2 all inspection fees, etc.

3 103. Defendant is entitled to an accounting of all charges placed on  
4 the account and proof that Defendant was a bona fide purchaser for  
5 value.  
6

7 104. All conditions precedent to the bringing of this action have been  
8 performed, waived or excused.

9 105. Plaintiff contends that Defendants have conspired and  
10 committed fraud in order to wrongfully foreclose with total disregard  
11 for Federal and State laws.  
12

13 106. Plaintiff contends that Defendants have created and caused  
14 fraudulent documents to be filed into the public records in this  
15 County and into the State Court giving the appearance that there is a  
16 legal foreclosure going while some or all of the Defendants continue to  
17 break the law.  
18

19 107. Plaintiff contends that this is common practice by some or all  
20 Defendants nationwide and that some or all Defendants are under  
21 investigation by the U.S. Department of Justice and the Attorneys  
22 General of both the United States and California.  
23

24 108. Plaintiff contends that the SHELLPOINT MORTGAGE LLC  
25 Defendant has violated such laws by repeatedly harassing Plaintiff in  
26

1 attempts to collect alleged but nonexistent debt with collection letters,  
2 including EXHIBIT 12 – NOTICE OF DEFAULT – Item 1 - Recording  
3 Date: 11/28/2017.  
4

5 109. Copies of Exhibit 12 were mailed to Plaintiff by means of the US  
6 Mail, certified mail, return receipt requested, and thus constitutes  
7 interstate commerce.

8 110. Plaintiff then sent the Defendant by means of the US Mail,  
9 Certified Mail, return receipt requested, a Qualified Written Request,  
10 which the Defendant has failed and refused to respond to in writing  
11 to the Plaintiff.  
12

13 111. SHELLPOINT MORTGAGE LLC claims it is a servicer for the  
14 alleged loan.  
15

16 112. Plaintiff mailed Defendants Demand for Debt Validation and  
17 Qualified Written Request (per FDCPA and RESPA) via certified mail  
18 after November 28<sup>th</sup>, 2017 and the Defendant failed and refused to  
19 respond.  
20

21 113. The letter demanded certain documents and the answers to  
22 questions regarding the purported ownership by Bank of America and  
23 the purported servicing of Plaintiff's alleged mortgage by Defendant  
24 Shellpoint.  
25  
26



1 114. Defendants deliberately failed to respond in a proper and timely  
2 way to Plaintiff's "qualified written requests" for information about,  
3 and corrections to, the alleged mortgage account, in violation of 12  
4 U.S.C. §2605(e).

5  
6 115. Shellpoint has not mailed Plaintiff letters and copies of  
7 documents purporting to validate the alleged debt.

8 116. The purported validation demanded payments of amounts not  
9 authorized by any contract or order of the Court.

10  
11 117. The demands made by SHELLPOINT MORTGAGE LLC as the  
12 servicer for BOA and who demanded that Plaintiff make payoff to  
13 SHELLPOINT MORTGAGE LLC cannot validate the amounts that are  
14 purportedly claimed in the notice they recorded in the official records  
15 of this County.

16  
17 118. The Defendant has not provided any signed contract nor  
18 legitimate assignments showing a transfer of any loan and could not  
19 and did not prove they were bona fide purchasers for value.

20 119. Defendants cannot validate the debt.

21  
22 120. Defendants fail to reference any document whatsoever that the  
23 subject property at 1025 HOLDEN AVENUE, BIG BEAR CITY, CA  
24 92314 (the "Property" or "Home") was ever properly conveyed to it or  
25 any party with which it may be in privity.  
26

1 121. Defendants allege that it is the holder and nominal beneficiary  
2 of the promissory note.

3 122. Defendant does not state that it is the holder in due course of  
4 the Note, and cannot for the reasons set forth more fully below.

5  
6 123. Plaintiff, pursuant to the Federal Truth In Lending Act and  
7 the unanimous United States Supreme Court January 2015  
8 decision in *Jesinoski v. Countrywide Home Loans, Inc.* (2015) 729  
9 F. 3<sup>d</sup> 1092, mailed by Certified Mail a rescission letter to  
10 Defendant, Bank of America and Defendant Shellpoint.  
11

12 124. Defendants did not file this lawsuit within 20 days of receipt  
13 of Plaintiff's rescission letter, as required by Federal Truth In  
14 Lending Act statutes and the *Jesinoski* decision referenced above.

15 125. Wherefore Plaintiff Prays for Relief as Set Forth below:

16  
17 **(9<sup>th</sup> CAUSE OF ACTION)**

18 **WRONGFUL FORECLOSURE**

19 126. 1 through 125 are re-alleged as though fully set forth herein.

20 127. That Defendants instituted wrongful foreclosure proceedings  
21 against the Plaintiff that has caused the Plaintiff irreparable harm  
22 to their finances, to the value of their property and caused them to  
23 suffer severe emotional distress.  
24

25 128. That the Defendants institute wrongful foreclosure  
26

proceedings before it had standing to do so.

129. That the Defendants then rescinded the foreclosure and then instituted it again in 2017.

130. Said institution of proceedings are wrongful and were done for the intent of causing and did cause severe financial harm to the Plaintiffs.

131. Wherefore Plaintiff Prays for Relief as Set Forth below:

**REQUEST FOR RELIEF**

WHEREFORE, Plaintiffs request the Court:

132. Grant Judgment against the Defendants the Defendants' Recorded Mortgage, quieting title in favor of the Plaintiff and against the Defendant and all others, in the property whose legal description is APN: 0313-034-03 to ROMNEY JR, KENNETH E; ROMNEY, TAMMY and Plaintiff's acquired the property from the Sellers, ABBOTT, IDA B for \$365,000.00, Document # 2004-0924999 and whose address is 1025 Holden Avenue, Big Bear City, CA 92314, and whose legal description is Lot 25, Tract 2705, in the County of San Bernardino, State of California, as per map recorded in Book 39, Page 75 of Maps, in the office of the County Recorder of said County.

133. That The following documents are void and should be stricken from the public records:

1 a. EXHIBIT 2 - MORTGAGE Item 11 - Transaction Date:  
2 12/15/2004  
3 Buyer/Borrower: ROMNEY JR, KENNETH E; ROMNEY,  
4 TAMMY  
5 Seller: ABBOTT, IDA B  
6 Title Company  
7 Transaction Value: \$365,000.00  
8 Transaction Type: Transfer  
9 Deed Type: Grant Deed  
10 Doc #: 2004-0924999  
11 Lender: UNITED PACIFIC MORTGAGE  
12 Full/Partial:  
13 Multiple/Portion:  
14 First Loan: \$298,000.00  
15 Loan Type: Unknown Loan Type  
16 Interest Rate Type:  
17 Second Loan Amount:

12 b. EXHIBIT 3 - APN: 0313-034-03 Item 10 - Transaction Date:  
13 12/15/2004  
14 Buyer/Borrower: ROMNEY JR, KENNETH E; ROMNEY,  
15 TAMMY  
16 Seller  
17 Title Company  
18 Transaction Value:  
19 Transaction Type: Refi  
20 Deed Type: Stand Alone Second  
21 Doc #: 2004-0925001  
22 Lender: MANDALAY MORTGAGE  
23 Full/Partial:  
24 Multiple/Portion:  
25 First Loan: \$74,500.00  
26 Loan Type: Stand Alone Second  
27 Interest Rate Type:  
28 Second Loan Amount:

23 c. EXHIBIT 4 - APN: 0313-034-03 Item 9 - Transaction Date:  
24 07/16/2007  
25 Buyer/Borrower: ROMNEY JR, KENNETH E; ROMNEY,  
26 TAMMY  
27 Seller:  
28 Title Company

Transaction Value:  
Transaction Type:  
Deed Type: Deed of Trust  
Doc #: 2004-0925000  
Mortgage Record  
Lender: UNITED PACIFIC MORTGAGE D/B/A  
MANDALAY MORTGAGE  
Full/Partial:  
Multiple/Portion:  
First Loan: \$298,000.00  
Loan Type:  
Interest Rate Type:  
Second Loan Amount:

d. EXHIBIT 5 - APN: 0313-034-03 Item 8 - Transaction Date:  
07/16/2007  
Buyer/Borrower: ROMNEY JR, KENNETH E; ROMNEY,  
TAMMY  
Seller:  
Title Company  
Transaction Value:  
Transaction Type: Refi  
Deed Type: Conventional  
Doc #: 2007-0418259  
Mortgage Record  
Lender: FREEDOM HOME MORTGAGE CORP (FN)  
Full/Partial:  
Multiple/Portion:  
First Loan: \$440,000.00  
Loan Type: Conventional  
Interest Rate Type:  
Second Loan Amount:

e. EXHIBIT 7 APN: 0313-034-03 Item 6 - Transaction Date:  
08/24/2011  
Buyer/Borrower: KENNETH E ROMNEY JR  
Seller:  
Title Company  
Transaction Value:  
Transaction Type:  
Deed Type: Assignment of Mortgage  
Doc #: 2011-0357125

- 1  
2 f. EXHIBIT 8 Notice of Default Item 5 - Recording Date:  
3 10/31/2011  
4 APN: 0313-034-03  
5 Trustor:  
6 Trustee:  
7 Delinquent Amount:  
8 Original Loan Date:  
9 Original Loan Amount:  
10 Beneficiary:  
11 Doc #: 2011-0451343  
12  
13 g. EXHIBIT 9 Notice of Sale Item 4 - Recording Date: 2/8/2012  
14 APN: 0313-034-03  
15 Trustor:  
16 Trustee:  
17 Delinquent Amount:  
18 Original Loan Date:  
19 Original Loan Amount:  
20 Beneficiary:  
21 Doc #: 2012-0050895  
22  
23 h. EXHIBIT 11 - Assignment of Mortgage Item 2 - Transaction  
24 Date: 05/26/2016  
25 APN: 0313-034-03  
26 Buyer/Borrower: KENNETH E ROMNEY JR  
27 Seller:  
28 Title Company  
Transaction Value:  
Transaction Type:  
Deed Type: Assignment of Mortgage  
Doc #: 2016-0206974  
29  
30 i. EXHIBIT 12 - NOTICE OF DEFAULT - Item 1 - Recording  
31 Date: 11/28/2017  
32 Recording Date: 11/28/2017  
33 APN: 0313-034-03  
34 Trustor:  
35 Trustee:  
36 Delinquent Amount:  
37 Original Loan Date:  
38 Original Loan Amount:

1 Beneficiary:

2 Doc #: 2017-0504622

3 134. Find that the Plaintiffs are entitled to quiet title, free and clear  
4 of all liens, encumbrances, and an order vacating and dismissing the  
5 fraudulent mortgage; find the foreclosure action thereon, was a false  
6 filing based on void mortgages and assignments, and nothing more  
7 than an attempted theft of the equity in the Plaintiffs property and  
8 strike the documents from the record and vacate the notice of default;  
9 find no VALID assignment existed; and deem the note fraudulent;  
10 and deem the note and mortgage void ab initio, and therefore stricken  
11 from the official records of this County as they are all fraudulent;  
12

13  
14 135. That the Court finds that as a result of all the allegations  
15 contained herein in this suit, Plaintiffs have actually and proximately  
16 suffered actual damages in the sum of one million dollars; are seeking  
17 and entitled to receive treble damages of three million dollars, and an  
18 accounting of profits made by Defendant Bank of America and  
19 Defendant Shellpoint as a result of their nationwide practice of  
20 committing bank fraud and profits from use of fraudulently executed  
21 documents (lis pendens and other pleadings filed by Bank of America  
22 on its own behalf), for dual tracking, and for its employees purporting  
23 themselves to be employed by the predecessors in interest, as  
24 occurred here.  
25  
26

1 136. Punitive damages are available also to the Plaintiff here, as the  
2 conduct is particularly despicable, harmful, willful and intentional as  
3 they committed fraud and should be required to stand trial for the  
4 commission of multiple felonies in this state.  
5

6 137. Grant the Plaintiff its costs according to a costs bill;

7 138. Plaintiff demands judgment against SHELLPOINT MORTGAGE  
8 LLC and BOA for a proper accounting and application of mortgage  
9 payments and for actual, statutory, treble and/or punitive damages,  
10 and attorney's fees and costs, along with any other and further relief  
11 as the court deems just and proper, pursuant but not limited to  
12 U.S.C. §2605.  
13

14 139. Plaintiff demands judgment for damages against BANK OF  
15 AMERICA and SHELLPOINT MORTGAGE, LLC, for actual or statutory  
16 damages, and punitive damages, attorney's fees and costs, pursuant  
17 to 15 U.S.C. §1692k.  
18

19 140. WHEREFORE, Plaintiffs pray for judgment against the  
20 Defendants and each of them, jointly and severally, as follows:  
21

22 141. To quiet title in favor of Plaintiff and against Defendants.

23 142. For compensatory, special, general and punitive damages  
24 according to proof against all Defendants.  
25  
26



1 143. For civil penalties pursuant to statute, restitution, injunctive  
2 relief and reasonable attorneys fees according to proof.

3 144. For reasonable costs of suit and such other and further relief as  
4 the Court deems proper.

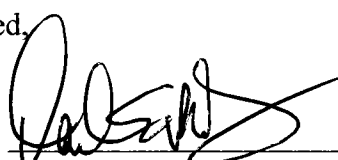

5  
6 145. Judgment for statutory damages against Defendant, for actual  
7 or statutory damages and punitive damages in the amount of not less  
8 than \$75,000, plus fees and costs, pursuant to 15 USC 1692k(2) ;  
9 the Rosenthal Fair Debt Collection Practices Act, *Cal. Civ. Code*  
10 *§ 1788.30(b) and § 1788.30 (c)*, and costs pursuant to the Rosenthal  
11 Fair Debt Collection Practices Act, *Cal. Civ. Code § 1788.30(c)*; removal  
12 of unpermissible pulls in credit report, and any other relief that this  
13 Honorable Court deems appropriate.  
14

15 **VII. DEMAND FOR JURY TRIAL**

16  
17 Plaintiff hereby demands a trial by jury of all issues so triable as a matter  
18 of law

19 Respectfully Submitted,

20  
21 April 10, 2018

  
  
**KENNETH E. ROMNEY, JR. AND TAMMY ROMNEY**  
**1025 HOLDEN AVENUE**  
**BIG BEAR CITY, CA 92314**  
**TEL:**  
**EMAIL:**  
**Plaintiffs In Pro Per**

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**VERIFICATION**

I declare under penalty of perjury that I have read the foregoing, and it is true and correct, except as to those matters which are based on information and belief, and as to those matters, I believe them to be true; and I executed this Verification on:

April 20, 2018

   
**KENNETH E. ROMNEY, JR. AND TAMMY ROMNEY**

**1025 HOLDEN AVENUE**

**BIG BEAR CITY, CA 92314**

**TEL:**

**EMAIL:**

**Plaintiffs In Pro Per**